

A G R E E M E N T  
between the  
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES  
of the  
STATE OF ILLINOIS  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS

RECOGNITION: The Director of the Department of Central Management Services, State of Illinois, hereinafter referred to as the Employer, recognizes the Union signatory to this Agreement, hereinafter referred to as the Union, as sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for the applicable job titles (Appendix A) included herein.

Work jurisdictions which have traditionally and historically been assigned to the Union, shall continue to be so assigned. All newly created positions may be discussed between the Union's claiming jurisdiction. The Union may contact the Agency Labor Relations Office or the Department of Central Management Services. Appeals regarding work jurisdiction matters may be sent to Central Management Services, Division of Labor Relations and the operating agency. Upon request of the Union the parties shall meet within ten (10) work days to make every possible attempt to resolve the matter. If the issue remains unresolved, this meeting shall be considered as the step 4(a) section of the contractual grievance procedure.

HOURLY WAGE RATES: Copies of signed Agreements between contractors or other employers and the respective Union shall be certified to the Illinois State Department of Labor by the International Representative of the respective Union and shall be considered adequate proof of the prevailing rate of wages to be paid, minus the per hour costs of fringe benefits so designated by Agreement, if any, in keeping with past

practice. The Illinois Department of Labor shall notify the Department of Central Management Services of the Prevailing Rate.

Positions in maximum security institutions shall receive a \$50.00 a month adjustment to the employee's monthly wages for all employees with seven or more years of continuous service with the Department of Corrections. Employees shall be receive the adjustment as long as they remain employees at a maximum security facility.

The effective date of changes in Wage Rates shall be on the date of certification by the Illinois Department of Labor.

**WORK WEEK & WORK DAY:** The normal work week shall be five (5) consecutive days of eight (8) hours of work, Monday through Friday. The normal work day shall be from 8:00 A.M. through 4:30 P.M., or within two (2) hours of same, by mutual Agreement, and shall include a half-hour (1/2) meal and rest period, except for Shift and Relief work. Employees who are required by the Employer to work during an unpaid meal period and are not provided an alternate meal period shall be compensated for such time at the applicable rate of pay.

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hours worked. However, when Standard Time changes to Daylight Savings Time, employees will be allowed to use accumulated benefit time, excluding sick leave, to cover the one (1) hour reduction in work time.

**SHIFT WORK AND RELIEF EMPLOYEES:** For Shift positions requiring a seven (7) day continuous operation, the work week may begin on other than Monday and end other than Friday, providing that the work week consists of five (5) consecutive days of eight (8) consecutive hours, with two (2) consecutive days off.

The employees' normal work week shall not be changed to avoid the payment of overtime, but relief employees may have their days off changed to accommodate the work schedule providing they are afforded two (2) consecutive days off in the work week. If such relief employee is required to work on Sunday, after having already been off Saturday, he shall be off the following Friday, thus giving such employee a three (3) day weekend in lieu of his two (2) consecutive days off.

The starting time of employees shall be between the hours of 6:00 A.M., to 8:00 A.M., 2:00 P.M. to 4:00 P.M., 10:00 P.M., to 12:00 P.M., as determined by the Employer. Other starting times are permissible with the consent of the Union. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

OVERTIME: The seven-day period for overtime purposes shall begin with the first shift Saturday (A.M.) and end with the last shift - Friday (P.M.). Forty hours shall constitute the work week for all employees. All work performed outside the normal work hours shall be considered overtime and shall be paid for at the rate of one and one-half the normal hourly rate for all overtime hours worked.

Effective July 1, 2000 an employee who works more than five (5) days in any given seven (7) day period even though it overlaps work weeks, shall be paid inconvenience premium pay of 50 cents per hour above the regular rate of pay on each of these days worked over five (5) days within said seven day period. There shall be no double payment or calculation of the same days within a given seven-day period, unless an employee works more then the normally scheduled hours or days as provided in this Agreement. Inconvenience premium pay will increase to \$1.00 per hour effective July 1, 2001, and to \$1.50 per hour effective July 1, 2002.

CALL BACK: An employee called back to work outside of his/her regularly scheduled shift or his/her scheduled days off shall be paid a minimum of three (3) hours pay, at the applicable rate for each separate call out regardless of the time period of such calls. One half-hour travel time shall be added to an employee's total hours worked on each call back if over the three (3) hour minimum.

BENEFITS: Sick leave, vacation, holidays and all other fringe benefits shall be granted under the same standards as applied to all employees covered under the rules of the Central Management Services. Nothing in this Section shall be interpreted to apply to the differences of fringe benefits given temporary employees (hired for six (6) months or less) vs. full time employees.

The Union shall be notified by the Employer in writing of any changes or revisions in employee benefits including health insurance during the term of the Agreement.

Employees will not be placed on "proof status" without just cause.

HOLIDAYS: Employees required to work by the Employer on Thanksgiving Day, Christmas Day, Labor Day, or Memorial Day shall be compensated at time and one-half their hourly rate in addition to eight (8) hours of straight time for the holiday. Effective July 1, 2000 employees required to work by the Employer on New Year's Day shall be compensated at time and one-half their hourly rate in addition to eight (8) hours of straight time for the holiday. Effective July 1, 2001 employees required to work by the Employer on Independence Day shall be compensated at time and one-half their hourly rate in addition to eight (8) hours of straight time for the holiday. Effective July 1, 2003 employees required to work by the Employer on Martin Luther King's Birthday shall be compensated at time and one-half their hourly rate in addition to eight (8) hours of straight time for the holiday.

Any accrued holiday time shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operation, in which event the employee's next requested day off shall be given or cash paid in lieu thereof. All holiday time must be liquidated during the fiscal year (July 1 through June 30) in which it was earned.

VACATION: Once any employee's scheduled vacation is approved by the Employer, it will only be canceled if the Employer's emergency operating needs require that employee's services. The Union and the employee will be notified in writing, regarding the nature of the emergency.

INSURANCE AND PENSION: During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of (a) the Group Insurance Health and Life Plan applicable to all Illinois State employees, as amended or modified in regards to the level of benefits and contribution costs for all State employees, pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5ILCS 375) as amended by Public Act 90-65 and as amended or superseded ; and (b) the retirement program provided in the Illinois Pension Code, 40ILCS 5/14 , as amended or superseded.

Effective January 1, 1992, the Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to the coordinated rate (4%).

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992 consistent with Article 14 of the Illinois Pension Code.

All SERS eligible employees who retire on or after January 1, 1998 and are not in the alternative formula shall receive a 1.67% pension formula of final average

compensation beginning January 1, 1998. All SERS eligible employees not coordinated with Social Security who retire on or after January 1, 1998 and are not on the alternative formula shall receive a 2.2% pension formula of final average compensation beginning January 1, 1998. These employees shall contribute 1% of their wages through payroll deduction beginning July 1, 1997, an additional 1% July 1, 1998 and an additional 1% July 1, 1999 for a total contribution of a constant 3%.

For all SERS-eligible employees the payment for accrued sick leave after the employee's death, retirement, resignation or other termination of service provided by Public Act 83-976 shall be for such leave days earned on or after January 1, 1984 and before January 1, 1998. Sick leave accumulated on or after January 1, 1998 is not compensable at the time of the employee's death, retirement, resignation, or other termination of service.

Effective January 1, 1998 sick leave used by such employees shall be charged against his or her accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1, 1984 and finally sick leave accumulated on or after January 1, 1984 but before January 1, 1998.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by State Employees Retirement System (SERS) will receive the following change to pension benefits:

Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

For coordinated SERS employees on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

For non-coordinated SERS employees on the alternative formula, a flat formula of 3.0% per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002, 2% of compensation effective January 1, 2003, and 3% of compensation effective January 1, 2004.

SENIORITY: Seniority is the length of service in the bargaining unit in the facility. Seniority within a classification shall apply for choice of Vacation, Layoff, Call back, Shifts and Promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a Shift Vacancy occurs. In the event the Employer recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off. Further, the Employer will hire no new employees in the same position classification if any bargaining unit employees are on layoff status.

Promotions within the bargaining unit shall be in accordance with classification seniority at the work location where the promotion occurs.

TRANSFERS: Employees shall not be involuntarily transferred from one facility to another facility for the purpose of performing duties outside of their applicable work jurisdiction. Employees shall not be required to work in any facility outside of the geographical area covered by their local Union unless emergency circumstances exist.

LAYOFFS: The Employer will give at least fifteen (15) work days notice to the employee prior to actual date of layoff, unless such layoff is caused by an emergency situation which the Employer alone may define. In such emergency situation, the Employer will notify the Union, and conference (if the latter so desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to determine the actual date of layoff.

At the request of an employee covered by this Agreement and with concurrence of the Employer, a layoff notice may be less than the fifteen (15) work days.

#### GRIEVANCE PROCEDURE:

Section 1. Grievance: A grievance is defined as any complaint or dispute between Employer and a Union or employee regarding the application or interpretation of this Agreement, including wages, hours of work, disciplinary action and discharge.

Grievances may be processed by the Union on behalf of itself, any employee or group of employees, or by the aggrieved employee. An employee is entitled to Union representation at each step of the grievance procedure.

Before a formal grievance is filed, the aggrieved employee should attempt to resolve the grievance by discussing it with his/her immediate supervisor.

#### Section 2. Grievance Steps:

STEP 1: Immediate Supervisor: The employee and/or Union shall present a written grievance with the employee's supervisor who is outside the bargaining unit.

The written grievance shall be on an agreed upon form and shall contain a statement of the complaint, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

All written grievances must be presented not later than ten (10) working days from the date the grievant become aware of the occurrence giving rise to the complaint. The



immediate supervisor shall respond in writing, to the Union and grievant, within five (5) working days from the date the grievance was filed.

STEP 2: Intermediate Administrator: In the event the grievance is not resolved in Step 1, it shall be presented in writing by the grievant or the Union to the Intermediate Administrator within five (5) working days after the Step 1 answer or date such answer was due, whichever is earliest. Within ten (10) working days of its receipt, the Intermediate Administrator shall discuss the grievance with the union, and shall render a written answer within five (5) working days thereafter, to the grievant and the Union.

STEP 3: Agency Head: If the grievance is still unresolved, it shall be presented by the Union or the grievant, to the Agency Head, in writing, within ten (10) working days after receipt of the Step 2 response or date it was due, whichever is earliest. Within ten (10) working days after such presentation, the parties shall meet and attempt to solve the grievance unless the parties mutually agree otherwise. The Agency Head shall issue a written response within ten (10) working days following the meeting, or within fifteen (15) working days of receipt of the grievance should no meeting be held, to the grievant and the Union.

STEP 4:

A) Union/Employer Meeting: If the matter remains unresolved at Step 3, only the Union, by written notice to the Employer, within ten (10) working days after the Step 3 answer, or date it was due, may appeal the grievance to Step 4. Upon such appeal, the Employer and Union shall meet within ten (10) working days at a mutually convenient time and place to discuss the grievance. Within three (3) working days of subject meeting, either party may request the dispute be submitted to arbitration.

B) Arbitration: Once a grievance is appealed to arbitration, representatives from the Employer and the Union shall meet to mutually select an arbitrator.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union and Employees.

The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement and shall render a decision within thirty (30) days after hearing said case.

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 4(a), the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. A coin toss shall determine which party shall strike the first name. The person whose name remains shall be the arbitrator provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

### Section 3. Time Limits:

A) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps, except STEP 4(b) Arbitration.

Section 4. Witnesses and Information: The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 5. Expenses: The expenses and fees of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be responsible for any travel or subsistence expenses incurred by employee or Union representatives in the processing of grievances.

NO STRIKE OR LOCKOUT: During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, slow downs or any other forms of concerted job action, and any employee engaged in such concerted job actions shall be subject to discipline.

VACANCIES: The Employer will notify the Union when permanent vacancies exist and will give the Union an opportunity to recommend reliable and competent candidates for employment. All such permanent vacancies shall be filled in a reasonable time period.

TEMPORARY ASSIGNMENT: Employees may be temporarily assigned to a higher level position at the appropriate rate of pay within the bargaining unit or work location for a period not to exceed 60 days except in cases of leaves of absence.

DUES CHECK-OFF AND FAIR SHARE: The Employer, upon receipt of a validly executed written authorization card, shall deduct Union Dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union.

If the bargaining agent of the employees has a majority of union members, as verified by a mutually agreeable method, non-union members, in the unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and working conditions, but not to exceed the amount of dues uniformly required of members.

This "FAIR SHARE" provision will also be effective if the Union lacks a majority, but requests an election of all bargaining unit employees and a majority vote that a "Fair Share" provision shall be applied to non-members. The election shall be conducted by a third party, neutral, and in accordance with the rules established by the neutral. Failure of the Union to receive a majority in the election bars a subsequent election for a period of one (1) year.

Such proportionate share, once authorized or certified, shall be deducted from the non-members paychecks and remitted to the Union at the same time the Union check-off is submitted.

AMENDMENTS: This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the Employer, the Union and the employees. IT IS UNDERSTOOD

that should any provision of this Agreement be found to conflict with any law of the State of Illinois, such provision is to be considered null and void, and the remainder of the Agreement shall continue in full force and effect.

DURATION OF AGREEMENT: This Agreement, and all its terms and provisions, shall become effective on JULY 1, 2000, and shall remain in effect through JUNE 30, 2004. It shall automatically renew itself from year to year thereafter, unless either party shall give written notice to the other party, not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other five (5) calendar days written notice of cancellation thereafter.

All notices required under this Agreement shall be sent to:

STATE: Director of Central Management Services, Room 715, Stratton Office  
Building, Springfield, Illinois 62706

UNION: Valerie Colvett  
763 W. Jackson Blvd.  
Chicago, IL 60661-5487

FOR THE EMPLOYER:

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FOR THE UNION:

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APPENDIX "A"

AGREEMENT

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES of the STATE OF  
ILLINOIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

Classifications:

SEWAGE PLANT OPERATOR  
WATER PLANT OPERATOR  
STATIONARY ENGINEER

SIDELETTER  
Drug Testing (DOC Only)

- I. The parties agree that, effective July 1, 2000, Section IX of the Memorandum of Agreement entitled Drug Testing, and Section II. L. of the Administrative Directive 03.02.200, Drug Testing for Applicants and Employees in the Department of Corrections, shall be modified as follows:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE

First Offense

Second Offense

DISCIPLINE

15-day suspension without pay

Discharge

For employees with one positive finding prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000 shall be a fifteen (15) day suspension without pay. For employees with two (2) positive findings prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000, and within five (5) years of the prior offenses, shall be discharge.

- II. The parties agreed that effective January 1, 2001, Section IX.A. of the Memorandum of Understanding entitled Drug Testing, and Section II.L. of the Administrative Directive 03.02.200, Drug Testing for Applicants and Employees in the Department of Corrections, shall be modified as follows:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE

First Offense

DISCIPLINE

Discharge

- III. Any offense of positive finding resulting from a test taken prior to January 1, 2001 shall be governed by Part I of this memorandum.
- IV. The parties agree to establish a Trades/DOC committee which shall have the authority to address impact issues and other procedural issues concerning drug testing.

\_\_\_\_\_  
For the Employer

Date:\_\_\_\_\_

\_\_\_\_\_  
For the Union

Date:\_\_\_\_\_



SIDELETTER  
TRANSFERS

For the purposes of transfer, the parties agree an emergency is an unexpected or unforeseen event which is beyond the control of the Agency. This does not include an employee absence due to vacation, holiday, or short term illness.

\_\_\_\_\_  
For the Employer

Date:\_\_\_\_\_

\_\_\_\_\_  
For the Union

Date:\_\_\_\_\_